



CITY OF LODI

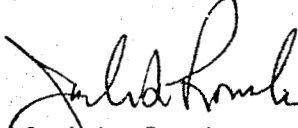
PUBLIC WORKS DEPARTMENT

COUNCIL COMMUNICATION

TO : City Council
FROM: City Manager
MEETING DATE: March 2, 1988
AGENDA TITLE: Approve Agreement with Southern Pacific Transportation Company for Water Main Crossing at Harney Lane

RECOMMENDED ACTION: That the City Council approve the agreement with Southern Pacific Transportation Company to operate and maintain a 10-inch water main crossing at Harney Lane, and authorize the Mayor and City Clerk to execute same for the City.

BACKGROUND INFORMATION: This crossing, together with the extension of mains for the Maggio Industrial Park, will complete a loop between the existing developments on both sides of the Southern Pacific Railroad. The 10-inch main is shown on our Water Master Plan for the City. The requirements of Southern Pacific Transportation Company are typical for this type of installation. In conformance with City policies, the cost of the crossing is being shared 50/50 between the City and the developers of Maggio Industrial Park.


Jack L. Ronsko
Public Works Director

JLR/GER/ma

cc: Water/Wastewater Superintendent

APPROVED:


THOMAS A. PETERSON, City Manager

FILE NO.

CITY COUNCIL

EVELYN M. OLSON, Mayor
JOHN R. (Randy) SNIDER
Mayor Pro Tempore
DAVID M. HINCHMAN
JAMES W. PINKERTON, Jr.
FRED M. REID

CITY OF LODI

CITY HALL, 221 WEST PINE STREET
CALL BOX 3006
LODI, CALIFORNIA 95241-1910
(209) 334-5631
TELECOPIER (209) 333-6795

THOMAS A. PETERSON
City Manager

ALICE M. REIMCHE
City Clerk

RONALD M. STEIN
City Attorney

March 10, 1988

Southern Pacific Transportation Company
P. O. Box 3035
Bakersfield, CA 93385

Gentlemen:

Please be advised that the Lodi City Council adopted Resolution No. 88-30 approving the agreement with the Southern Pacific Transportation Company to operate and maintain a 10 inch water main crossing at Harney Lane and authorized the Mayor and City Clerk to execute the subject agreement on behalf of the City.

The agreement has been executed and was forwarded to the San Joaquin County Records Office for recordation. The recorded document will be forwarded to you upon its receipt.

We have enclosed a copy of the authorizing Resolution No. 88-30 for your files.

Should you have any questions regarding this matter, please do not hesitate to call this office.

Very truly yours,

Alice M. Reimche
Alice M. Reimche
City Clerk

AMR:jj

cc: Jack Ronsko
Public Works Director

RESOLUTION NO. 88-30

RESOLUTION APPROVING THE AGREEMENT WITH
SOUTHERN PACIFIC TRANSPORTATION COMPANY
FOR WATER MAIN CROSSING AT HARNEY LANE

RESOLVED, that the City Council of the City of Lodi does hereby approve the Agreement with Southern Pacific Transportation Company for Water Main Crossing at Harney Lane, a copy of which Agreement is attached hereto marked Exhibit A and thereby made a part hereof.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute this subject agreement on behalf of the City

Dated: March 2, 1988

I hereby certify that Resolution No. 88-30 was passed and adopted by the City Council of the City of **todi** in a regular meeting held March 2, 1988 by the following vote:

Ayes : Council Members - Hinchman, Pinkerton, Reid, Snider & Olson (Mayor)

Noes : Council Members - None

Absent: Council Members - None

Alice M. Reimche
Alice M. Reimche
City Clerk

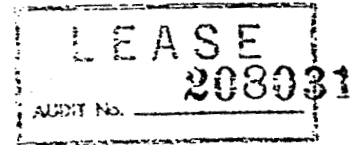
RECORDING REQUESTED BY
RECORDING REQUESTED BY

Exhibit "A"

Exhibit "A"

S.P. I. CO. 001

AND WHEN RECORDED MAIL TO



Name

Street
Address

City
State
Zip

SPACE ABOVE THIS LINE FOR RECORDER'S USE

RELMIS: D-101.07-X(N)

THIS INDENTURE, made this 22ND day of July, 1988, by and between SOUTHERN PACIFIC TRANSPORTATION COMPANY, a Delaware corporation, herein termed "Railroad", and CITY OF LODI, a municipal corporation of the State of California, 221 West Pine Street, P. O. Box 320, Lodi, California 95241, herein termed "Grantee";

WITNESSETH:

1. Railroad hereby grants to Grantee, subject to the reservations, covenants and conditions herein contained, the right to construct, reconstruct, maintain and operate a sixteen (16) inch water Pipeline within a twenty (20) inch casing hereinafter collectively referred to as "structure" in, upon, along, across and beneath property and tracks of Railroad at or near Armstrong, in the San Joaquin, State of California, crossing the center of said tracks at Engineer's Station 1701+03, Mile Post 101.07, in the location shown or designated on Dra. 6234, dated December 12, 1987, Railroad's Overland Region attached and made a part hereof.

Said structure shall be installed in accordance with minimum requirements of form CS 174, also attached and made a part hereof.

Consideration for the rights herein granted, to Railroad the sum of Four Hundred Fifteen Dollars (\$415.00).

2. Project **markers** in form and size satisfactory to Railroad, identifying the facility and its owner, will be installed and constantly maintained **by** and at the expense of Grantee at Railroad property lines or such locations as Railroad shall approve. Such markers shall be relocated or removed upon request of Railroad without expense to Railroad-

Absence of markers **does** not constitute a warranty **by** Railroad of no subsurface installations,

3. This grant **is** made subject and subordinate to the prior and continuing right and obligation of Railroad, its successors and assigns, to use **all** the property described herein in the performance of **its** duty as a common carrier, and there is reserved unto Railroad, **its** successors and assigns) the right (consistent with the rights herein granted) to construct, reconstruct, maintain and use existing and future railroad tracks, facilities and appurtenances and existing and future transportation, communication and pipeline facilities and appurtenances in, upon, over, under, across and along said property.

4. This grant is made subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, **liens** and claims of title which may affect said property and the word "grant" as used herein shall not be construed as a covenant against the existence of any thereof.

5. The rights herein granted to Grantee shall lapse and become void if the construction of said structure upon said property is not commenced within one (1) year from the date first herein written,

6. Grantee shall bear the entire cost and expense of constructing, reconstructing and maintaining said structure upon said property. Grantee agrees that all work upon or in connection with said structure shall be done at such times and in such manner as not to interfere in any way whatsoever with the operations of Railroad. The plans for and the construction or reconstruction of said structure shall be subject to the approval of Railroad-

Grantee agrees to reimburse Railroad for the cost and expense to Railroad of furnishing any materials or performing any labor in connection with the construction, reconstruction, maintenance and removal of said structure, including, but not limited to, the installation and removal of such falsework and other protection beneath or along Railroad's tracks, and the furnishing of such watchmen, flagmen and inspectors as Railroad deems necessary,

7. In the event Railroad shall at any time so require, Grantee, at Grantee's expense, shall reconstruct, alter, relocate said structure or otherwise improve said structure upon receipt of written notice from Railroad so to do.

8. Grantee shall, at its expense, comply with all applicable laws, regulations, rules and orders regardless of when they become or became effective, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality, and furnish satisfactory evidence of such compliance upon request of Railroad.

Should any discharge, leakage, spillage, emission or pollution of any type occur upon or arise from the premises covered hereunder as a result of Grantee's use, presence, operations or exercise of the rights granted hereunder, Grantee shall, at its expense, be obligated to clean all property affected thereby, whether owned or controlled by Railroad, or any third person, to the satisfaction of Railroad (insofar as the property owned or controlled by Railroad is concerned) and any governmental body having jurisdiction in the matter. Railroad may, at its option, clean Railroad's premises: if Railroad elects to do so, Grantee shall pay Railroad the cost of such cleanup promptly upon the receipt of a bill therefor.

Grantee agrees to investigate, release, indemnify and defend Railroad from and against all liability, cost and expense (including, without limitation, any fines, penalties, judgments, litigation costs and attorney fees) incurred by Railroad as a result of Grantee's breach of this section, or as a result of any such discharge, leakage, spillage, emission or pollution, regardless of whether such liability, cost or expense arises during the time this indenture is in effect or thereafter, unless such liability, cost or expense is proximately caused solely and exclusively by the active negligence of Railroad, its officers, agents or employees.

9. As part consideration, Grantee agrees to pay Railroad an amount equal to any and all assessments which may be levied by order of any authorized lawful body against the property of Railroad (and which may have been paid by Railroad) to defray any part of the cost or expense incurred in connection with the construction of said structure upon said property commenced within one (1) year from the date first herein written.

10. Grantee, its agents and employees subject to provisions hereof, shall have the privilege of entry on said property for the purpose of constructing, reconstructing, maintaining and making necessary repairs to said structure. Grantee agrees to give Railroad five (5) days' written notice prior to commencement of any work on said structure, except emergency repairs, in which event Grantee shall notify Railroad's authorized representative by phone. Grantee agrees to keep said property and said structure in good and safe condition, free from waste, so far as affected by Grantee's operations, to the satisfaction of Railroad. If Grantee fails to

keep said property and said structure in a good and safe condition, free from waste, then Railroad may perform the necessary work at the expense of Grantee, which expense Grantee agrees to pay to Railroad upon demand.

11. In the event any work upon or in connection with said structure or its appurtenances, to be done upon or adjacent to the tracks and property of Railroad, should be let to a contractor by Grantee, such work shall not be begun until such contractor shall have first entered into an agreement with Railroad, satisfactory to Railroad, and indemnifying Railroad from and against all claims, liability, cost and expense growing out of the performance of the work to be done by such contractor.

12. Insofar as it lawfully may, Grantee agrees to investigate, release, defend and indemnify Railroad, its officers, employees, agents, successors and assigns, from all claims, liability, cost and expense howsoever same may be caused, including reasonable attorney fees, for loss of or damage to property and for injuries to or death of persons arising out of the construction, reconstruction, maintenance, presence, use or removal of said structure, regardless of any negligence or alleged negligence, active, passive or otherwise, on the part of Railroad employees.

The word "Railroad" as used in this section shall be construed to include, in addition to Railroad, the successors, assigns and affiliated companies of Railroad and any other railroad company that may be lawfully operating upon and over the tracks crossing or adjacent to said structure, and the officers and employees thereof.

13. Should Grantee, its successors or assigns, at any time abandon the use of said property, or any part thereof, or fail at any time to use the same for the purpose contemplated herein for a continuous period of one (1) year, the right hereby given shall cease to the extent of the use so abandoned or discontinued, and Railroad shall at once have the right, in addition to, but not in qualification of the rights hereinabove reserved, to resume exclusive possession of said property or the part thereof the use of which is so discontinued or abandoned.

Upon termination of the rights and privileges hereby granted, Grantee, at its own cost and expense, agrees to remove said structure from said property and restore said property as nearly as practicable to the same state and condition in which it existed prior to the construction of said structure. Should Grantee in such event fail, neglect or refuse to remove said structure and restore said property, such removal and restoration may be performed by Railroad, at the expense of Grantee, which expense Grantee agrees to pay to Railroad upon demand, or Railroad may, at its option, assume ownership of said structure.

14. The parties intend that the promises and obligations of this indenture **shall** constitute covenants running with the land so as to bind and benefit **their** respective successors and a---:---

STATE OF CALIFORNIA
City and County of San Francisco) ss.

DRO P. MICOCCI
NOTARY PUBLIC-CALIFORNIA
CITY AND COUNTY OF
SAN FRANCISCO

My Commission Expires Jan. 29, 1990.

Corporation

22nd January in the year One Thousand Nine Hundred and Eighty EIGHT
before me, **SANRO P. MICOCCI**, a Notary Public in and for the City and County of San Francisco, State of California, personally appeared W. E. FOWLER, personally known to me for proved to me on the basis of satisfactory evidence to be the Senior Manager of the corporation therein named, of the corporation described in and that executed the within instrument, and also known to me to be the person who executed it on behalf of the corporation therein named and he acknowledge to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the City and County of San Francisco, the day and year in this certificate first above written.

Sanro P. Micocci
Notary Public in and for the City and County of San Francisco State of California.

My Commission Expires January 29, 1990.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate as of the day and year first herein written.

SOUTHERN PACIFIC TRANSPORTATION
COMPANY

By W. E. Fowler
(Title) Senior Manager
Contracts and Joint Facilities

Attest J. F. O'Connell
ASSISTANT SECRETARY

CITY OF LODI

By _____
Mayor

By _____
Clerk

FORM APPROVED

CONTRACT COUNSEL

Mr. W. J. Lacy:

Attached C.S. 2104 for Station

ARMSTRONG

Approved for Engineering Details, per Drawing 6234

Dated Dec. 12, 1987: Revised Date

Corporate: (X) Southern Pacific Transportation Co.

() Northwestern Pacific Railroad Co.

() Petaluma and Santa Rosa Railroad Co.

() St. Louis Southwestern Railway Co.

()

Attest as to Corporate Owner:

For Valuation Engineer

G. L. Murdock
Chief Engineer

THE REPRODUCTION OF THIS
DOCUMENT CANNOT BE
IMPROVED DUE TO THE
CONDITION OF THE ORIGINAL

PIPE LINE CARRYING

FLAMMABLE SUBSTANCES PER C.S. 1742

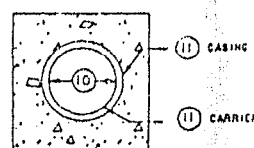
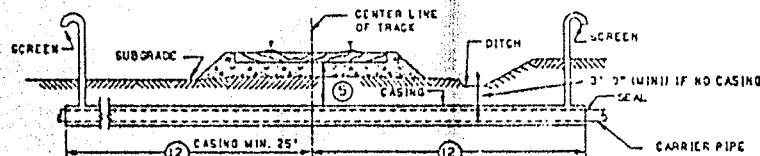
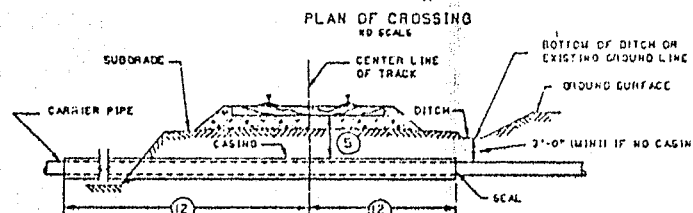
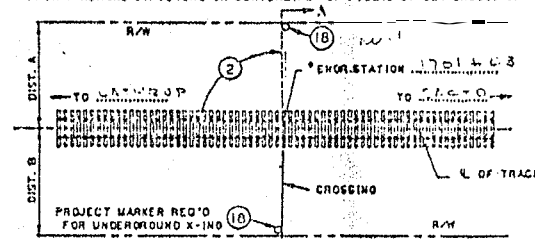
NON-FLAMMABLE SUBSTANCES PER C.S. 1741

APPLICANT CITY OF LOS ANGELES
 ADDRESS 221 WEST 9TH ST. LOS ANGELES 320
 CITY LOS ANGELES STATE CA ZIP 90014
 PHONE (213) 334-5634 CONTACT PERSON () GLEN ROBERTSON
 FACILITY 15" WATER LINE
 PURPOSE POWER PLANT WATER SUPPLY

1. MATERIALS AND INSTALLATION PER S.P. DRAWING NO. C.E. C.S. 1741
2. HOLE OF CROSSING WITH TRACKS 2-3-16
3. UNDERGROUND SIGNAL OR COMMUNICATION LINE INVOLVED. YES NO
4. PRESSURE IN PIPE 150 P.S.I.
5. DISTANCE FROM BOTTOM OF TIE TO TOP OF CASING (SHALL BE MINIMUM ONE PIPE DIAMETER OR 3 FT WHICHEVER IS GREATER) 7.5
6. IF LESS THAN ONE PIPE DIAMETER, BUT NOT LESS THAN 3 FT, SPECIAL PERMISSION OF CHIEF ENGINEER IS REQUIRED (REASONS FOR WAIVER)
7. IF PIPE OR CASING DIAMETER IS GREATER THAN 5 FT APPLICANT SHALL SUBMIT ENGINEERING PLANS, SPECIFICATIONS, AND SOILS REPORT.
8. IF PIPE CARRIES FLAMMABLE SUBSTANCES AND HAS CASING NUMBER AND LOCATION OF VENTS
9. PIPE MATERIAL: CASING 15" C.I. CARRIER 15" C.I.
10. INSIDE DIAMETER: CASING 15" CARRIER 15"
11. WALL THICKNESS: CASING 1 1/4" CARRIER 1 1/2" INCHES
12. LENGTH OF CASING FROM CENTERLINE OF TRACK IS:
 LEFT SIDE 2' RIGHT SIDE 2'
13. IF PIPE IS REINFORCED CONCRETE A.S.T.M. CLASS DESIGNATION
14. IF PIPE IS CAST IRON A.W.W.A. CLASS
15. METHOD OF INSTALLATION UNDER TRACKS
16. DRY BORING JACKING OPEN CUT
 * SEE GENERAL NOTE NO. 3 ON C.S. 1741 OR C.S. 1742
17. WHERE S.P. PIPELINES ARE INVOLVED UTILITY CROSSING SHALL NOT BE LESS THAN 2'-0" BELOW S.P. PIPELINES. DISTANCE FROM TRACK AND DEPTH OF COVER TO BE SHOWN ON PLAN AND SECTION.
18. PROJECT MARKERS SHALL BE INSTALLED AND MAINTAINED BY APPLICANT. RECOMMEND A PLASTIC BURIED UTILITY TAPE INDICATING TYPE OF UTILITY BE INSTALLED NOT LESS THAN 12" ABOVE THE UNDERGROUND INSTALLATION.
19. CARRIER PIPE FOR FLAMMABLE SUBSTANCES SHALL NOT BE MADE OF PLASTIC UNLESS COMPLETELY ENCASED ACROSS ENTIRE RAILROAD R.O.W.
20. FOR PIPELINE HANDLING HAZARDOUS PRODUCTS THE MINIMUM COVER ON RAILROAD RIGHT OF WAY IS

NOTE: REFERENCE TO ASSIGNED BLANKET AGREEMENT NO

* IF ENDORSTATION OR MILE POST UNKNOWN, GIVE TIE DISTANCE ALONG TRACK FROM RAILROAD STRUCTURE OR CENTERLINE OF PUBLIC STREET CROSSING.



CROSS SECTION
 SEE C.S. 1741

RAILROAD USE ONLY

RAILROAD CORP. S.P.T.C.
 STATION NAME ARRESTEN
 ROUTE NO. 200 MP 101.67
 E.S. 21+00
 DIST. A 50 DIST. B 50
 VAL. SEC. 120 SMT
 RELMIS NO. 20101.27-8
 NO. OF TRACKS CROSSED 1
 SPPL INVOLVED YES NO
 JOINT FACILITY LINE YES NO
 RAILROAD INSPECTION REQUIRED YES
 ESTIMATED COST

PHONE CALL FOR INSPECTION: ()

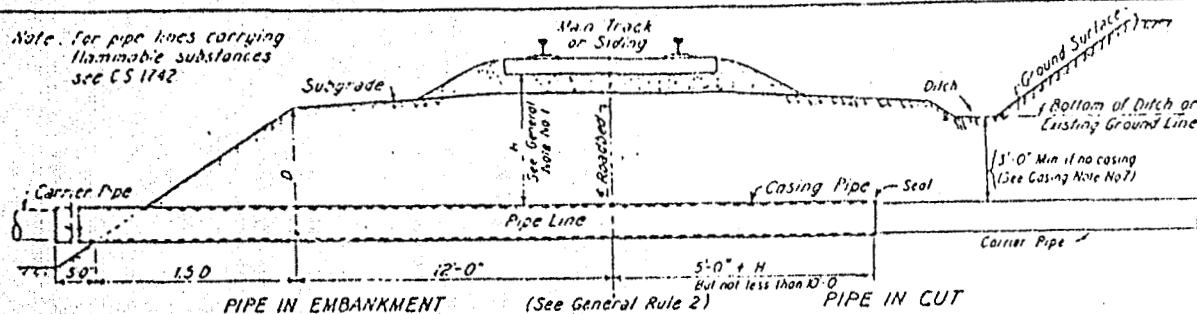
APPROVED ASST. REGION ENGR. DATE

REGION 2
 DRAWING NO. 20101.27-8
 SHEET NO.
 DATE 2-1-67
 CHECKED BY

SOUTHERN PACIFIC TRANSPORTATION
 ST. LOUIS, SOUTHWESTERN RY. CO.

DATA REQUIRED FOR PROPOSED
 PIPELINE CROSSING OF
 R.R. RIGHT OF WAY

Note: For pipe lines carrying flammable substances see CS 1742



RULES GOVERNING THE INSTALLATION OF PIPE LINES TRANSMITTING WATER OR OTHER NON-FLAMMABLE SUBSTANCES WHEN CROSSING UNDER TRACKS:

GENERAL

1 Distance from bottom of tie to top of pipe, casing or concrete encasement shall not be less than 3'-0" (See exception in General Rule 3).
2 Any pipe lines crossing any track do not require a casing provided the carrier pipe is of sufficient strength to support the track and has watertight joints. For such pipe lines, casing lighter than specified in Table I for supporting track may be used for installing pipe, provided the space between carrier pipe and casing is backfilled with grout or sand.

If carrier pipe does not have sufficient strength to support track, casing or concrete encasement must be installed. Length of casing measured at right angles to track shall extend each side of center line of track five feet plus the vertical distance from bottom of tie to top of casing or encasement but not less than ten feet, except that where casing is installed through railroad embankment it shall extend beyond slope of embankment.

3 When practicable, casings and carrier pipes may be installed by the jacking or boring methods. If these methods are used the minimum depth from bottom of tie to top of pipe or bore must be 3'-0" or one pipe diameter, whichever is greater; however, where there is good cohesive soil the depth may be less than one pipe diameter, but not less than 3'-0", with special permission of the Chief Engineer. If installed by tunneling or boring, the space around casing or carrier pipe must be backfilled with grout or sand.

4 No pipe lines shall be laid through or under bridges or culverts, where there is likelihood of restricting the area required for the purpose for which the bridges or culverts were built, or endangering foundations of important structures.

5 If additional tracks are constructed in the future, the protection shall be correspondingly extended.

6 Inverted siphons for drainage or irrigation ditches (C.S. 1705) using steel pipe with welded or screwed joints or corrugated iron pipe with all seams and joints close riveted and soldered having a diameter of 48 inches or less and the required strength to support track, may be installed without a casing.

CASING

1 Casing may be of either corrugated iron, smooth steel or concrete. It shall have sufficient strength to support track, except that a lighter casing may be used for installation purposes as provided in General Rule 2 above.

Nestable (knocked down) type plain galvanized corrugated pipe of gage corresponding to requirements of Table I may be used to protect carrier pipes that are already in place.

2 Metal casing for supporting track shall conform to thicknesses shown in Table I and shall have joints of either saw, welded or riveted type. It shall be galvanized or shall be dipped in preservative material and thoroughly coated inside and outside. If preservative material cannot be used on inside of casing, then the casing shall be at least one gage or thicker than otherwise required.

3 Concrete casing for supporting track shall have the strength specified in current ASTM Serial Designation C-78, Class IV. All joints shall be water-tight and of an approved type of construction.

4 The inside diameter of casing shall be at least 2 inches greater than the largest outside diameter of carrier pipe.

5 Sizes of casing larger than shown in Table I are special cases and will be decided upon their merits.

6 Casing shall be so installed as to prevent formation of waterway under the railway. It shall have even bearing throughout its length and shall slope toward one end.

7 Regardless of the strength of carrier pipe, casings must be provided at all locations where pipe crosses under drainage ditches if cover is less than 3'-0". Casing under ditch may be separate from, or a continuation of casing under track, and must extend a minimum of 1'-0" beyond top shoulders on each side of the ditch.

8 When placed in open cut, pipe lines having diameter of 36" or less, when crossing tracks other than main tracks and sidings, may be encased in concrete as shown in Table II.

9 Where the ends of the casing are below ground, they shall be sealed to suitably protect against the entrance of foreign material which might prevent ready removal of the carrier pipe.

Where the ends of the casing are at or above ground surface and above high water level, they may be left open, provided drainage is afforded in such a manner that leakage will be conducted away from the roadbed and structures.

CARRIER PIPE

1 Carrier pipe shall be of an approved type with water-tight joints.

2 Corrugated iron, smooth steel or concrete carrier pipe when used without a casing shall have the same strength required above for casings.

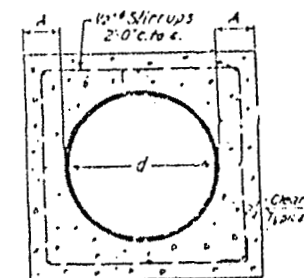
3 Cast iron carrier pipe used without a casing shall have a thickness not less than that specified for Class 150 Cast Iron pipe.

**TABLE I
THICKNESS OF PIPE CASINGS
FOR SUPPORTING TRACK**

Inside Diameter Inches	Corrugated Iron Pipe U.S. Std. Gage No.	Smooth Steel Pipe Inches
4 to 10	14	18
12	14	21
15, 18	14	24
21, 24	12	24
30, 36	10	24
48, 54, 60	8	24

**TABLE II
CONCRETE ENCASEMENT
FOR PIPES**

d Inches	A Inches	Number of Longitudinal 62# Bars
10, 12	4	4
15	5	4
18	5	6
21, 24, 27	6	8
30	7	12
33	8	12
36	9	12



**SOUTHERN PACIFIC LINES
COMMON STANDARD**

**PIPE LINES
FOR NON-FLAMMABLE SUBSTANCES
CROSSING UNDER TRACK**

NO SCALE

ADOPTED APR 20, 1953
REVISED JAN 5, 1970